

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

TELEBRANDS CORPORATION,

Plaintiff,

v.

WINSTON PRODUCTS LLC,

Defendant.

Case No. 1:23-cv-00631-BMB

Judge Bridget Meehan Brennan

JOINT STIPULATION REGARDING REPRESENTATIVE ACCUSED PRODUCTS

In order to streamline discovery and the liability issues in the case, Plaintiff Telebrands Corporation (“Telebrands”) and Defendant Winston Products LLC (“Winston”) (collectively, “the Parties”), by and through their undersigned counsel, hereby submit this Joint Stipulation Regarding Representative Accused Products and jointly stipulate to the following:

1. In response to Telebrands’ Interrogatory No. 1, Winston identified 26 different models of accused products (hereinafter “Accused Products”). *See* Exhibit A, Winston’s Response to Telebrands’ Interrogatory No. 1, December 14, 2023.

2. The Parties agree that Winston’s “Expandable Burst Proof Hose, 5/8” diameter – Green, Model Number: 8989”¹ shall serve as the “Representative Product” for all 26 of Winston’s products identified in response to Telebrands’ Interrogatory No. 1 (Exhibit A, at 3-5) with respect to the liability component of the case. This means that in order for Telebrands to prevail on liability for all 26 identified models and thus obtain damages for the manufacture, use,

¹ Winston’s “Expandable Burst Proof Hose, 5/8” diameter – Green, Model Number: 8989” is the second accused product identified in Winston’s Response to Telebrands’ Interrogatory No. 1. Exhibit A, at 3.

offer for sale, sale and/or importation of all 26 models, Telebrands only needs to show that Winston's "Expandable Burst Proof Hose, 5/8" diameter – Green, Model Number: 8989" product infringes one or more of the asserted claims. Likewise, for Winston to prevail on non-infringement for all of the 26 identified models, Winston only needs to show that its "Expandable Burst Proof Hose, 5/8" diameter – Green, Model Number: 8989" product does not infringe the asserted claims.

3. Nothing in this stipulation limits the evidence that either Party may introduce regarding the infringement and/or non-infringement of the Representative Product.

4. If Winston offers new products that become Accused Products, those new products may be added to this stipulation by jointly supplementing this stipulation to include the new products.

5. By this stipulation, the Parties agree that the determinations made by the Court and/or the jury regarding liability with respect to the Representative Product shall apply to all of the Accused Products identified in Winston's response to Telebrands' Interrogatory No. 1, as reflected in Exhibit A at 3-5.

Dated: July 16, 2024

STIPULATED AND AGREED TO:

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